

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE,
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
D/B/A BELL ATLANTIC - MAINE**

and

MID-MAINE TELPLUS, INC.

This Amendment No. 3 (the "Amendment") is made as of this 23rd day of April, 2002 to the Interconnection Agreement between Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine ("Verizon") and Mid-Maine TelPlus, Inc. ("Mid-Maine") dated as of September 29, 1999 and subsequently amended by Amendment Nos. 1 and 2 (the "Agreement"). This Amendment shall be effective as of June 14, 2001 ("Effective Date").

WITNESSETH

;

WHEREAS, the Federal Communications Commission adopted an order on April 18, 2001, Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"); and

WHEREAS, the Parties wish to amend the Agreement to reflect the terms of the Order.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Compensation for Internet Traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the Order. For purpose of clarification and without altering either Party's rights or obligations under the Order, whether traffic is compensable as Internet Traffic, and in what amount, shall be determined in accordance with the applicable provisions of the Order (including, but not limited to, the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1

ratio of terminating to originating traffic is Internet Traffic subject to the compensation mechanism set forth in the Order, and the process established by the Order for rebutting such presumption before the Commission).

2. Changes in Law. In the event that the Order is reversed or vacated in its entirety, as of the effective date of the order or notice reversing or vacating the Order, the Parties' rights and obligations with respect to intercarrier compensation for Internet Traffic shall be governed by the terms of the Agreement (including, but not limited to, Section 5.7.3(b) of the Agreement) as it existed prior to the Effective Date of this Amendment, and not by the Order. If the Order is vacated in part, or materially modified, the Parties shall amend the Agreement to reflect such vacation or modification consistent with the applicable provisions of the Agreement (including, but not limited to, Section 28.4 of the Agreement). Such revisions or modifications shall be effective as of the effective date of the order or notice vacating or modifying the Order.

3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern; *provided, however, that* the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

5. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein, and, except to the extent set forth herein, the terms and provisions of the Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

Mid-Maine TelPlus, Inc.

Verizon New England Inc., d/b/a Verizon
Maine, f/k/a New England Telephone and
Telegraph Company, d/b/a Bell Atlantic –
Maine

By: _____

By: _____

Printed:_____

Title:_____

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection
Services Policy & Planning